

COUNTY OF SALEM



SALEM, NEW JERSEY

**REQUEST FOR QUALIFICATION FROM INDIVIDUAL(S) OR FIRMS
TO PROVIDE WASTEWATER MANAGEMENT PLAN (WMP)
CONSULTING SERVICES WITHIN THE COUNTY OF SALEM**

RFQ OPENING: FRIDAY, AUGUST 13, 2010

PREVAILING TIME: 11:00 AM

**SALEM COUNTY PURCHASING DEPARTMENT
SALEM COUNTY ADMINISTRATION BUILDING
94 MARKET STREET
SALEM, NEW JERSEY 08079**

**Carol S. Wooten
Purchasing Agent**

Request for Qualifications (RFQs) Invitation

COUNTY OF SALEM, NEW JERSEY

Sealed RFQs will be received by the Salem County Purchasing Department for Request for Qualifications to provide consulting services for the Waste Water Management Plan (WMP) for the County of Salem, until Friday, August 13, 2010 at 11:00 AM prevailing time, at which time the RFQs will be opened.

The County will not be responsible for the late delivery of RFQs, regardless of the method of delivery. RFQs received after the designated date and time will not be considered.

Information on this Request for Qualifications is on file in the Salem County Purchasing Department, 94 Market Street, Salem, NJ, and may be inspected during regular business hours. Interested individual(s) or firms will be furnished with copies of the same upon request.

RFQs must be submitted in a professional presentation responding to the needs listed below. Return all pages of this Request For Qualifications as they will be the contract documents between the County of Salem and the successful individual(s) or firm.

Request for Qualifications are to be delivered to: Salem County Purchasing Department
94 Market Street, Second Floor
Salem, NJ, 08079

No facsimile transmission of documents shall be received for this request for qualifications.

Indicate on the envelope for mailed RFQs the subject of the RFQ as: **“REQUEST FOR QUALIFICATION FROM INDIVIDUAL(S) OR FIRMS TO PROVIDE WASTEWATER MANAGEMENT PLAN (WMP) CONSULTING SERVICES WITHIN THE COUNTY OF SALEM”**

The Salem County Purchasing Agent reserves the right to reject any and all RFQs when it is deemed in the best interest of the County.

Any questions regarding this Request For Qualifications prior to the opening may be addressed to the Salem County Purchasing Department, 94 Market Street, Salem, NJ, 08079; telephone (856) 935-7510, ext. 8499.

CAROL S. WOOTEN
PURCHASING AGENT

COUNTY OF SALEM



SALEM, NEW JERSEY

REQUEST FOR QUALIFICATIONS FOR INDIVIDUAL(S) OR FIRMS TO PROVIDE WASTEWATER MANAGEMENT PLAN (WMP) CONSULTING SERVICES

Position and Term:

The County of Salem requests qualifications from individual(s)s or firms interested in providing consulting services to respond to the need for assistance in analyzing information, organizing data and assisting in the final format for a WMP within the County of Salem. The term of the consultation would be approximately one (1) year; however, the County of Salem requires the consultation to be expeditiously performed. The consultation will begin upon approval by the Board of Chosen Freeholders.

Minimum Requirements:

Recipient must have at least one (1) available researcher with extensive background in coordinating municipal WMP into a county-wide approach, and specific knowledge in modeling build-out projects for municipalities in accordance with New Jersey Department of Environmental Protection's Water Quality Management Planning Rules, N.J.A.C. 7:15-3 et.seq. Recipient must have experience in the developing of WMP that conforms to the general NJDEP Format and Content. Recipient must be in good standing with the County, governmental organizations, and grant agencies.

Minimum three (3) years of experience for individual(s) or firms. Outstanding qualifications and/or educational background may offset a portion of the three (3) year requirement.

Description of Services:

Recipient serves as an independent individual(s) or firm working as a consultant for the County of Salem for the purpose of coordinating and delineating appropriate mapping and report requirements into an organized format responding to the requirement provided by the NJDEP on behalf of the County of Salem. Recipient attends meetings with County Officials or Board of Chosen Freeholders as requested. Recipient interfaces closely, typically on a regular basis with the County Planning Director or their directly designated representative. In addition to the technical work products described below, the recipient shall be available to attend public

meetings on the draft WMP prior to submission to NJDEP, as well as, individual meetings with municipalities.

Recipient is responsible for the preparation of the County's Wastewater Management Plan in response to the needs within the County of Salem. Recipient will possess the ability to completely understand **GIS Zoning Layers** that was used in preparation of the build out analysis for the WMP. The Zoning layers need to be analyzed to establish density for residential zones expressed in terms of acres per unit or units per acre, and shall express density for non-residential development in terms of floor area as a ratio to lot area for the plan narrative. Recipient through analysis and research will possess the ability to accommodate appropriately updated zoning density recommendations for each municipality.

Recipient will work with the County's Planning Director to review and identify deficiencies in Municipal build-out projects as related to "**Wastewater Service Area Delineation**" and the recipient will be prepared to respond with recommendations to align municipal build-out projects with NJDEP's criteria. The draft "Sewer Service Area" (SSA) has been prepared for each municipality where sewer expansion is anticipated; the recipient will possess the ability to fully understand the functional purpose of the SSA and have the ability to make revisions to the SSA that will respond to future growth and respond to the regulations, codes and rules of the State of New Jersey.

Recipient will understand how to utilize build-out projects for each municipality that were prepared based upon the NJDEP build-out model or other analytical methods with information provided by the local municipality as those models relate to "**Calculation of Future Wastewater Demand (Build-Out Analysis)**". Recipient will possess the ability to work with municipalities and share analysis results in a formation that will provide municipalities with adjustments they can adapt to their final build-out analysis. In order to provide this analysis, the recipient will be experienced in MS Excel spreadsheet format that will provide distinctions and clarifications in order to produce a final table and report on build-out calculations and conclusions for each municipality as those build-outs align with the final WMP of the County.

Recipient will be thoroughly experienced in "**Determining Wastewater Treatment Capacity**". As part of that experience, the recipient will possess the qualifications to review information in order to determine whether there are existing developed properties within the revised SSA that ultimately will generate additional flow, but are not captured by the build-out analysis because they are already developed. In order to efficiently understand the process, the NJDEP has provided the County a list of wastewater treatment plants that treat wastewater originating in the County and the permitted flow and the existing flow for each of those facilities. The County has requested each sewerage authority that conveys or treats wastewater originating within the County to provide a map of their existing collection and conveyance systems and to provide any capacity allocation among municipalities where a treatment facility serves more than one municipality. Recipient will possess the qualifications to interpret permitted flow and the existing flow contained within the map to be provided by the County.

As part of reporting qualifications on wastewater treatment capacity, the recipient shall have the ability to include an analysis of proposed future treatment capacity that is being studied and

currently known as the DuPont regional alternative, which will be discussed in greater detail with the Planning Department Director. Recipient will possess the qualifications to identify all future SSA's based upon proposed additional treatment capacity from the regional alternative.

Recipient's qualifications with regard to "**Determining Adequacy of Wastewater Treatment Capacity**" include experience and knowledge of projected wastewater demand for each sewer service area with the available capacity and for wastewater treatment plants and the wastewater generated by the build out of the Future Sewer Service Area, the recipient will possess experience and knowledge with comparing to the permitted capacity of the wastewater treatment plant less its existing flows and less any developed properties in the service area that are not yet connected. Fundamentally, recipient qualifications must include ability to identify and clarify surplus or deficit treatment capacity by SSA.

Recipient must clearly possess the qualifications to understand and clarify "**Adequacy of Water Supply**" as utilized within the build out analysis to predict the future water supply demands of the County. Recipient understands and is knowledgeable of identifying surplus or deficient water capacity by service area of water purveyor as required organizing, interpreting, analyzing, format, and presenting the results in a comparison to the New Jersey Water Supply Master Plan to determine whether adequate water supplies exist to support the predicted development.

Qualifications include complete understanding of "**Septic Tank Management Plan**" in order to comply with needed skill sets. Recipient will possess knowledge and experience in working with septic management regulations on the local basis. Salem County is partner with the Board of Health of Cumberland County in a joint health department where the regulation of septic design and regulatory action is centered. Recipient will possess the ability to assist the Planning Department Director in developing a model for the WMP that includes provision for a database of all new, repaired and replaced systems within the County, as well as, a mechanism to inform property owners of regular maintenance schedules. The plan must possess a method for owners to report maintenance activity as a supporting element of the overall WMP. This task shall include the ability to coordinate with the Cumberland/Salem Health Department (CSHD) that includes appropriate technical requirements for data management for the CSHD.

Recipient has knowledge and experience in organizing and developing the narrative portion for the "**Completion of the Draft WMP**". Recipient may utilize an approved template by the NJDEP to complete the narrative portion of the WMP. Recipient is knowledgeable and experienced in complying with the WMP rules (N.J.A.C. 7:15 – 1 et. seq) and shall include all of the chapters, maps and appendices that are described within the NJDEP County Wastewater Management Plan template. This template is available on the NJDEP website.

Upon receiving the award to perform consulting duties as they relate to conducting the above work, the Recipient will provide a description of the scope of services for the WMP and narrative portion of the WMP. Recipient will provide a detailed strategy toward acquiring information for the proposed work, as well as, a communication strategy for reports and updates. Recipient will provide a timeline of activities as it relates to performance and conducting the service. Recipient will establish regular report cycles, summary of activities, listing of pertinent information, and achievements to date, as well as, work plan of project completion activities.

Recipient will identify current infrastructure, programmatic and related needs of the County of Salem. Recipient shall – as authorized – undertake the necessary analysis and related activities to accomplish the “Wastewater Management Plan” as it relates to the completion of the Draft WMP for the NJDEP.

Compensation:

Compensation shall be based on a professional services contract to be negotiated by the County with the applicant deemed to be advantageous.

The individual(s) or firm shall be entitled to bill in accordance with its customary rates schedule for municipal and county clients provided the same is reviewed and approved by the County or agreed upon sums for feasibility study services for special projects. Compensation may be on an amount not to exceed an agreed upon sum.

Fair and Open Process:

This Request for Qualifications is being solicited through a fair and open process in accordance with N.J.S.A. 14:44A-20.4. Applicants who meet with the Minimum Requirements for the position as set forth below, and are willing to provide the described services for the disclosed compensation, shall be evaluated on the basis of experience and qualifications as set forth in the criteria described below.

In order to be considered applicants **must submit** their reply to the Office of the County Purchasing Agent at 94 Market Street, Salem, New Jersey 08079 (phone #856-935-7510 x 8401) **on or before 11:00 a.m. on August 13, 2010**. At that time and place all qualifications received shall be publicly opened and announced by the County Purchasing Agent or her designee.

Qualifications will thereafter be received by the Salem County Board of Chosen Freeholders who shall award the contract for the services. The award of the Contract will be based on the following criteria: (i) responsiveness to the Qualification Evaluation and other required submissions; (ii) general experience and reputation in the field; (iii) specific experience/knowledge of the County of Salem and the subject matter to be addressed under the Contract; (iv) qualifications and experience which most closely match the needs of the County; (v) availability to accommodate meeting and interface requirements with the County Officials for meetings, phone conferences, attendance at events and office consultations; (vi) office resources, including backup staff, which are deemed most adequate to service the needs of the County; and (vii) the applicant who is deemed otherwise most advantageous based on all information submitted or gathered in connection with the qualifications.

The County reserves the right to: (i) not select any of the applicants; (ii) require applicants to submit to a personal interview and/or submit additional or clarifying information; (iii) to reject any or all qualifications; (iv) to waive any informalities in the qualifications; and (v) procure the articles or services from other sources if deemed most advantageous to the objectives of the county.

The County's determination of the applicant who is most advantageous to the goals and objectives of the County shall be final and conclusive.

The award of the contract shall be determined by majority vote on a resolution to be read by title at an open public meeting. No applicant shall influence, or attempt to influence or cause to be influenced, any County Official, Officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment. No applicant shall cause or influence, or attempt to cause or influence, any county Official, Officer or employee to secure unwarranted privileges or advantages.

Qualification Evaluation:

Qualifications include credentials and qualifications of researcher(s) and individual(s)/firm performing the feasibility study such as:

1. Introduction and background of firm or individual(s) performing the consulting service with major relevant qualifying factors being designated.
2. Minimum requirements. Please attach resume and/or other documentation demonstrating compliance with the "Minimum Requirements" detailed above and resumes of key personnel with educational background and work experience as it relates to consulting services conducted; if individual(s) respond appropriately.
3. Chart of customary hourly rate for individual(s) or individual(s)s participating in the consulting services for municipal and county clients
4. Indicate the number of municipal/county researchers on your staff and respective responsibilities within the firm; if an individual(s), respond appropriately.
5. Describe the size of your firm and firm capabilities with regard to municipal/county clients applicable to the specifics of consulting services requested; if an individual(s), respond appropriately.
6. Summary of other county WMP(s) performed by individual(s) or firm as related to the "**Description of Services**" listed above.
7. Summary of WMP where recommendations were adopted by the hiring agency.
8. Copy of certificate of insurance of individual(s) or firm performing the consulting services; copy of business license of individual(s) or firm performing the consulting services
9. Statement of individual(s) or firms affirmative action policy, equal opportunity policy, Americans Disability Act and other policies as they relate to working for a governmental agency – See: Exhibit "A" attached for additional requirements

10. Describe your firm's participation in other WMP(s), narrative portion of WMP(s) and analysis of requirements listed within the "**Description of Services**" and list referencing resources of organization or individual(s) conducting the consulting services; if individual(s), respond appropriately.
11. Describe your firm's ability with regard to not only consulting expertise but also expertise in the area of writing narrative portion, summary analysis, interpretative analysis, organizational abilities and comparative analysis with WMP appropriateness, future projection analysis, and demographic analysis of the County, Southern New Jersey Region, and State; if individual(s) respond appropriately.
12. Describe the firm's involvement and affiliation with professional associations directly involved in support research and responding to WMP; if individual(s), respond appropriately
13. Describe the narrative writer and/or firm's policy with respect to continuing professional education as it relates to improving writing skill sets; if individual(s), respond appropriately
14. Please list all public entities/agencies for which you presently serve as WMP consultant with term of appointment and contact person and related phone number.
15. Disclose and describe if you or any member of your firm have ever had their professional license suspended or revoked in New Jersey or any other state; if individual(s) respond appropriately.
16. Where is the location of your office? In Salem County or out of Salem County.
17. Describe the resources of your office. Include details of support staff. Include information on other qualified writers in your office who would be available to County Officials in the event your primary researcher or writers were absent or unavailable; if individual(s) respond appropriately.

Business Registration

All New Jersey and out of state business organizations must obtain a Business Registration Certificate from the New Jersey Department of the Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. **Candidates shall submit with their proof of their valid Business Registration** with the Division of Revenue, Department of the Treasury, State of New Jersey, and, if applicable, proof of the valid registration of each prime candidate. Questions regarding Business Registration may be directed to the Division of Revenue at (609) 292-1730. Online filing is available at www.state.nj.us/treasury/revenue/taxreg.htm.

Revised Contract Language for Business Registration Compliance

Goods and Services Contracts (including purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1). the contractor shall provide written notice, to its subcontractors to submit proof of Business Registration to the contractor;
- 2). prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3). during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of Business Registration or provides false Business Registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each Business Registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

SAMPLE BUSINESS REGISTRATION CERTIFICATES

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 812
TRENTON, NJ 08646-0812

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION: 870-087-082/500
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01
FORM SRC(06-04)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107330
ISSUANCE DATE: 07/14/04

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be continuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20441014112813533

Equal Employment Opportunity/Affirmative Action

Candidates are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. And N.J.A.C. 17:27.

(REVISED 10/08)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.**, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful Candidates are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes ☐ No ☐
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes ☐ No ☐
If yes, please submit a photo static copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUAL(S)S WITH DISABILITIES. The Contractor and the County do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (The "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made part of this Contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with this Act. In the event the that the Contractor, its agents, servants, or employees, or subcontractors violate or are alleged to have violated this Act during the performance of this contract, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless, the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The Contractor shall, at his own expense, appear, defend, and pay any and all legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the Contractor agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor, every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the County pursuant to this paragraph.

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be constructed to relieve the Contractor from any liability, nor preclude the County from taking other actions available to it under any other provisions of this Agreement or otherwise at law.